



Revision number:

Purchasing Agent: DEBBIE GUNDERSEN
(801) 538-3150

Item: BATTERIES: PORTABLE TWO-WAY RADIO

Vendor: 88757A PFcomac
4401 South Estes Street
Littleton, CO 80123

Internet Homepage: www.pfcomac.com

Telephone: 303-948-9475

Fax number: 303-948-2253

Contact: Donald L Grooms

Email address: groomsdl@comcast.net

Brand/trade name: Multiplier

Price: See attached price list

Terms: Net 30

Effective dates: 5/25/06 through 5/24/08

Days required for delivery: 10 days

Price guarantee period: 2 years

Minimum order: \$100.00

Min shipment without charges: FOB Delivered

Other conditions: 3 (1) year renewal options not to exceed 5/24/11

Note: This is a new contract.



	Description	Qty	Price
1.	Multiplier battery for Motorola MTS2000/HT1000 radio – battery M7144	1	\$24.95
2.	Multiplier radio battery for Motorola MTS2000/HT1000 radio – M7144HX battery 2700 MAH	1	\$38.95
3.	Multiplier radio battery for Motorola MT1000 radio – M5447 battery – MAH 1300	1	\$28.95
4.	Multiplier radio battery for Motorola MT1000 radio – battery M5447H 1600 MAH	1	\$34.95
5.	Multiplier radio battery for Motorola LTS2000/GP300 radio – M9628 battery	1	\$25.40
6.	Multiplier radio battery for Motorola LTS2000/GP300 radio – M9628HX battery – 1800 MAH	1	\$34.75
7.	Multiplier radio battery for Motorola Visar radio – M7395 battery	1	\$34.75
8.	Multiplier radio battery for Motorola Visar radio – M7394 battery – 1500 MAH	1	\$38.75
9.	Multiplier radio battery for Motorola Saber radio – M4595 battery	1	\$34.70
10.	Multiplier radio battery for Motorola Saber radio – M4595H battery – 2700 MAH	1	\$38.70
11.	Multiplier radio battery for Motorola P110 radio – M8148	1	\$25.95
12.	Multiplier radio battery for Motorola P110 radio – M8148H battery – 1800 MAH	1	\$29.50
13.	Multiplier radio battery for Motorola SP50 radio – M9018 battery	1	\$16.75
14.	Multiplier radio battery for Motorola SP50 radio – M9018H battery – 2000 MAH	1	\$25.95
15.	Multiplier radio battery for Motorola HT750/HT1250 radio – M9012 battery	1	\$34.70
16.	Multiplier radio battery for Motorola HT750/HT1250 radio – M9009HX battery – 2700 MAH	1	\$41.95
17.	Multiplier radio battery for Motorola P1225 radio – M9049 battery	1	\$29.50
18.	Multiplier radio battery for Motorola P1225 – M9049HX battery – 2000 MAH	1	\$34.75
19.	Multiplier radio battery for Motorola XTS3000 radio – M8294 battery	1	\$36.95
20.	Multiplier radio battery for Motorola XTS3000 radio – M8923H – 2700 MAH	1	\$39.95
21.	Multiplier radio battery for Kenwood TK260 radio – MKNB15 battery	1	\$23.95
22.	Multiplier radio battery for Kenwood TK260 radio – MKNB15H battery – 1600 MAH	1	\$25.95
23.	Multiplier radio battery for Kenwood TK280 radio – MKNB17 battery	1	\$31.95
24.	Multiplier radio battery for Kenwood TK280 radio – MKNB17H battery – 2000 MAH	1	\$34.75
25.	Multiplier radio battery for Kenwood TK2140 radio – MKNB25A battery	1	\$26.95
26.	Multiplier radio battery for Kenwood TK2140 radio – MKNB26N radio – 2000 MAH	1	\$34.95
27.	Multiplier radio battery – Flat percent discount from MSRP for any battery types not listed above.	1	25%

FINET COMMODITY CODE(S):

7251300000-BATTERIES, RADIO/COMMUNICATION

7251400000-BATTERY CHARGERS AND TESTERS

**Bid Tabulation Packet
for
Solicitation DG6536**

Multiplier Radio Batteries - State Cooperative Contract


State of Utah

PFcomac

Bid Contact Donald L Grooms
groomsdl@comcast.net
 Ph 303-948-9475
 Fax 303-948-2253

Address 4401 South estes Street
 Littleton, CO 80123

Bid Notes Bid 25% off manufacturer's list price on any items not listed on bid

Item #	Line	Item Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
DG6536-1-01	Multiplier	Supplier Radio Battery Product Code: M7144	First Offer - \$24.95	1 / each	\$24.95		Y
DG6536-1-03	Multiplier	Supplier Radio Battery Product Code: M5447	First Offer - \$28.95	1 / each	\$28.95		Y
DG6536-1-05	Multiplier	Supplier Radio Battery Product Code: M9628	First Offer - \$25.40	1 / each	\$25.40		Y
DG6536-1-07	Multiplier	Supplier Radio Battery Product Code: M7395	First Offer - \$34.75	1 / each	\$34.75		Y
DG6536-1-09	Multiplier	Supplier Radio Battery Product Code: M4595	First Offer - \$34.70	1 / each	\$34.70		Y
DG6536-1-11	Multiplier	Supplier Radio Battery Product Code: M8148	First Offer - \$25.95	1 / each	\$25.95		Y
DG6536-1-13	Multiplier	Supplier Radio Battery Product Code: M9018	First Offer - \$16.75	1 / each	\$16.75		Y
DG6536-1-15	Multiplier	Supplier Radio Battery Product Code: M9012	First Offer - \$34.70	1 / each	\$34.70		Y
DG6536-1-17	Multiplier	Supplier Radio Battery Product Code: M9049	First Offer - \$29.50	1 / each	\$29.50		Y
DG6536-1-19	Multiplier	Supplier Radio Battery Product Code: M8294	First Offer - \$36.95	1 / each	\$36.95		Y
DG6536-1-21	Multiplier	Supplier Radio Battery Product Code: MKNB-15	First Offer - \$23.95	1 / each	\$23.95		Y
DG6536-1-23	Multiplier	Supplier Radio Battery Product Code: MKNB-17	First Offer - \$31.95	1 / each	\$31.95		Y
DG6536-1-25	Multiplier	Supplier Radio Battery Product Code: MKNB25A	First Offer - \$26.95	1 / each	\$26.95		Y
DG6536-1-27	Multiplier	Supplier Radio Battery Product Code: 	First Offer - 25.00%	1 / lot	25.00%		Y
DG6536-1-02	Multiplier	Supplier	First Offer - \$38.95	1 / each	\$38.95		Y

	Radio Battery	Product Code: M7144HX				
DG6536-1-04	Multiplier Radio Battery	Supplier Product Code: M5447H	First Offer - \$34.95	1 / each	\$34.95	Y
DG6536-1-06	Multiplier Radio Battery	Supplier Product Code: M9628HX	First Offer - \$34.75	1 / each	\$34.75	Y
DG6536-1-08	Multiplier Radio Battery	Supplier Product Code: M7394	First Offer - \$38.75	1 / each	\$38.75	Y
DG6536-1-10	Multiplier Radio Battery	Supplier Product Code: M4595H	First Offer - \$38.70	1 / each	\$38.70	Y
DG6536-1-12	Multiplier Radio Battery	Supplier Product Code: M8148H	First Offer - \$29.50	1 / each	\$29.50	Y
DG6536-1-14	Multiplier Radio Battery	Supplier Product Code: M9018H	First Offer - \$25.95	1 / each	\$25.95	Y
DG6536-1-16	Multiplier Radio Battery	Supplier Product Code: M9009HX	First Offer - \$41.95	1 / each	\$41.95	Y
DG6536-1-18	Multiplier Radio Battery	Supplier Product Code: M9049HX	First Offer - \$34.75	1 / each	\$34.75	Y
DG6536-1-20	Multiplier Radio Battery	Supplier Product Code: M8923H	First Offer - \$39.95	1 / each	\$39.95	Y
DG6536-1-22	Multiplier Radio Battery	Supplier Product Code: MKNB- 15H	First Offer - \$25.95	1 / each	\$25.95	Y
DG6536-1-24	Multiplier Radio Battery	Supplier Product Code: MKNB- 17H	First Offer - \$34.75	1 / each	\$34.75	Y
DG6536-1-26	Multiplier Radio Battery	Supplier Product Code: MKNB26N	First Offer - \$34.95	1 / each	\$34.95	Y
Vendor Total					\$829.30	

Vendor: **PFcomac**

STATE OF UTAH



SOLICITATION NO. DG6536

Multiplier Radio Batteries - State Cooperative Contract

RESPONSES ARE DUE PRIOR TO:

May 10, 2006 2:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Vendor: **PFcomac**

State of Utah Invitation to Bid State Cooperative Contract

Company Name PFcomac		Federal Tax Identification Number 16-1645645	
Ordering Address 4401 South Estes Street	City Littleton	State CO	Zip Code 80123
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person Donald L. Grooms	
Telephone Number (include area code) 303/948-9475	Fax Number (include area code) 303/948-2253	Email Address groomsdl@comcast.net	
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) n/30		Days Required for Delivery After Receipt of Order (see attached for any required minimums) 10	
Brand/Trade Name Multiplier		Price Guarantee Period (see attached specifications for any required minimums) one year	
Minimum Order \$100.00		Company's Internet Web Address www.pfcomac.com	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> . If no, enter where produced, etc. New York USA			
Offeror's Authorized Representative's Signature Donald L Grooms		Print or type name and title President	Date 5/2/06
State of Utah Division of Purchasing Approval Douglas G. Richins, Director <i>DG Richins</i>		Date <i>5/23/06</i>	Contract Number <i>PD2009</i>

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract

the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision: 2 February 2006 - ITB Instructions)

Bid #DG6536 - Multiplier Radio Batteries - State Cooperative Contract

Creation Date Apr 18, 2006

End Date May 10, 2006 2:00:00 PM MDT

Start Date Apr 19, 2006 2:28:15 PM MDT

Awarded Date May 23, 2006

DG6536-1-01 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$24.95	1 / each	\$24.95		Y
Agency Notes:		Supplier Product Code: M7144 Vendor Notes:			
Martronics, Inc.	First Offer - \$30.50	1 / each	\$30.50		Y
Agency Notes:		Supplier Product Code: M7144 Vendor Notes:			
Martronics, Inc.	Alt 2 - \$39.00	1 / each	\$39.00		Y
Agency Notes:		Supplier Product Code: M7144HX Vendor Notes:			
Nextime Wireless	First Offer - \$40.15	1 / each	\$40.15		Y
Agency Notes:		Supplier Product Code: M7144 Vendor Notes:			
Sable Enterprises	First Offer - \$51.25	1 / each	\$51.25		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$55.00	1 / each	\$55.00		Y
Agency Notes:		Supplier Product Code: M7144 Vendor Notes:			

DG6536-1-03 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$28.95	1 / each	\$28.95		Y
Agency Notes:		Supplier Product Code: M5447 Vendor Notes:			
Martronics, Inc.	First Offer - \$29.90	1 / each	\$29.90		Y
Agency Notes:		Supplier Product Code: M5447 Vendor Notes:			
Martronics, Inc.	Alt 2 - \$35.50	1 / each	\$35.50		Y
Agency Notes:		Supplier Product Code: M5447H Vendor Notes:			
Nextime Wireless	First Offer - \$39.42	1 / each	\$39.42		Y
Agency Notes:		Supplier Product Code: M5447B Vendor Notes: Battery listed in bid is M5447 1300 mAh. The M5447 is 1200 mAh, whereas the M5447B is 1300 mAh. The cost of the M5447 is slightly less: 35.04			
Multiplier Industries Corp.	First Offer - \$48.00	1 / each	\$48.00		Y
Agency Notes:		Supplier Product Code: M5447 Vendor Notes:			

DG6536-1-05 Multiplier Radio Battery					

Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$25.40	1 / each	\$25.40		Y
Agency Notes:		Supplier Product Code: M9628 Vendor Notes:			
Martronics, Inc.	First Offer - \$27.00	1 / each	\$27.00		Y
Agency Notes:		Supplier Product Code: M9628 Vendor Notes:			
Martronics, Inc.	Alt 2 - \$33.00	1 / each	\$33.00		Y
Agency Notes:		Supplier Product Code: m9628hx Vendor Notes:			
Nexttime Wireless	First Offer - \$36.50	1 / each	\$36.50		Y
Agency Notes:		Supplier Product Code: M9628 Vendor Notes:			
Sable Enterprises	First Offer - \$45.00	1 / each	\$45.00	Y	Y
Agency Notes:		Supplier Product Code: Vendor Notes: NI-MH M9628-MAH 1800 \$58.15			
Multiplier Industries Corp.	First Offer - \$50.00	1 / each	\$50.00		Y
Agency Notes:		Supplier Product Code: M9628 Vendor Notes:			

DG6536-1-07 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Martronics, Inc.	First Offer - \$31.00	1 / each	\$31.00		Y
Agency Notes:		Supplier Product Code: m7395 Vendor Notes:			
Martronics, Inc.	Alt 2 - \$34.75	1 / each	\$34.75		Y
Agency Notes:		Supplier Product Code: m7394 Vendor Notes:			
PFcomac	First Offer - \$34.75	1 / each	\$34.75		Y
Agency Notes:		Supplier Product Code: M7395 Vendor Notes:			
Sable Enterprises	First Offer - \$56.25	1 / each	\$56.25		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
Nexttime Wireless	First Offer - \$58.40	1 / each	\$58.40		Y
Agency Notes:		Supplier Product Code: M7395 Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$80.00	1 / each	\$80.00		Y
Agency Notes:		Supplier Product Code: M7395 Vendor Notes:			

DG6536-1-09 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Martronics, Inc.	First Offer - \$30.75	1 / each	\$30.75		Y
Agency Notes:		Supplier Product Code: M4595 Vendor Notes:			

PFcomac	First Offer - \$34.70	1 / each	\$34.70		Y
Agency Notes:		Supplier Product Code: M4595 Vendor Notes:			
Martronics, Inc.	Alt 2 - \$40.90	1 / each	\$40.90		Y
Agency Notes:		Supplier Product Code: M4595H Vendor Notes:			
Nextime Wireless	First Offer - \$65.70	1 / each	\$65.70		Y
Agency Notes:		Supplier Product Code: M4595 Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$70.00	1 / each	\$70.00		Y
Agency Notes:		Supplier Product Code: M4595 Vendor Notes:			
Sable Enterprises	First Offer - \$75.00	1 / each	\$75.00		Y
Agency Notes:		Supplier Product Code: Vendor Notes: NI-MH M4595H MAH 2700 \$8440			

DG6536-1-11 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$25.95	1 / each	\$25.95		Y
Agency Notes:		Supplier Product Code: M8148 Vendor Notes:			
Martronics, Inc.	First Offer - \$28.50	1 / each	\$28.50		Y
Agency Notes:		Supplier Product Code: M8148 Vendor Notes:			
Martronics, Inc.	Alt 2 - \$31.00	1 / each	\$31.00		Y
Agency Notes:		Supplier Product Code: M8148H Vendor Notes:			
Nextime Wireless	First Offer - \$39.42	1 / each	\$39.42		Y
Agency Notes:		Supplier Product Code: M8148 Vendor Notes:			
Sable Enterprises	First Offer - \$48.15	1 / each	\$48.15		Y
Agency Notes:		Supplier Product Code: Vendor Notes: NI=MH M8148H MAH 1800 \$55.35			
Multiplier Industries Corp.	First Offer - \$54.00	1 / each	\$54.00		Y
Agency Notes:		Supplier Product Code: M8148 Vendor Notes:			

DG6536-1-13 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$16.75	1 / each	\$16.75		Y
Agency Notes:		Supplier Product Code: M9018 Vendor Notes:			
Martronics, Inc.	First Offer - \$18.75	1 / each	\$18.75		Y
Agency Notes:		Supplier Product Code: M9018 Vendor Notes:			
Martronics, Inc.	Alt 2 - \$27.75	1 / each	\$27.75		Y

Agency Notes:		Supplier Product Code: M9018H Vendor Notes:			
Nextime Wireless	First Offer - \$29.20	1 / each	\$29.20		Y
Agency Notes:		Supplier Product Code: M9018 Vendor Notes:			
Sable Enterprises	First Offer - \$31.45	1 / each	\$31.45		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$40.00	1 / each	\$40.00		Y
Agency Notes:		Supplier Product Code: M9018 Vendor Notes:			

DG6536-1-15 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$34.70	1 / each	\$34.70		Y
Agency Notes:		Supplier Product Code: M9012 Vendor Notes:			
Martronics, Inc.	First Offer - \$35.00	1 / each	\$35.00		Y
Agency Notes:		Supplier Product Code: M9012 Vendor Notes:			
Martronics, Inc.	Alt 2 - \$43.00	1 / each	\$43.00		Y
Agency Notes:		Supplier Product Code: M9009HX Vendor Notes:			
Nextime Wireless	First Offer - \$49.28	1 / each	\$49.28		Y
Agency Notes:		Supplier Product Code: M9012B Vendor Notes: Battery requested is M9012 1700 mAh. The M9012 comes in 1400 mAh, while the M9012B is 1700 mAh. However, there is no difference in the price for either battery.			
Multiplier Industries Corp.	First Offer - \$62.00	1 / each	\$62.00		Y
Agency Notes:		Supplier Product Code: M9012 Vendor Notes:			
Sable Enterprises	First Offer - \$75.00	1 / each	\$75.00		Y
Agency Notes:		Supplier Product Code: Vendor Notes: NI-MH M9009HX \$84.40			

DG6536-1-17 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$29.50	1 / each	\$29.50		Y
Agency Notes:		Supplier Product Code: M9049 Vendor Notes:			
Martronics, Inc.	First Offer - \$31.30	1 / each	\$31.30		Y
Agency Notes:		Supplier Product Code: M9049 Vendor Notes:			
Martronics, Inc.	Alt 2 - \$37.50	1 / each	\$37.50		Y
Agency Notes:		Supplier Product Code: M9049HX Vendor Notes:			

Nextime Wireless	First Offer - \$43.80	1 / each	\$43.80		Y
Agency Notes:		Supplier Product Code: M9049 Vendor Notes:			
Sable Enterprises	First Offer - \$55.35	1 / each	\$55.35		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$60.00	1 / each	\$60.00		Y
Agency Notes:		Supplier Product Code: M9049 Vendor Notes:			


DG6536-1-19 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Martronics, Inc.	First Offer - \$36.00	1 / each	\$36.00		Y
Agency Notes:		Supplier Product Code: M8294 Vendor Notes:			
PFcomac	First Offer - \$36.95	1 / each	\$36.95		Y
Agency Notes:		Supplier Product Code: M8294 Vendor Notes:			
Martronics, Inc.	Alt 2 - \$39.00	1 / each	\$39.00		Y
Agency Notes:		Supplier Product Code: M8923H Vendor Notes: You list a M9823h, but to the best of my knowledge ther isn't a 9823, I think you may have transposed a M8923H to a M9823H?			
Sable Enterprises	First Offer - \$69.40	1 / each	\$69.40		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
Nextime Wireless	First Offer - \$76.65	1 / each	\$76.65		Y
Agency Notes:		Supplier Product Code: M8294 Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$105.00	1 / each	\$105.00		Y
Agency Notes:		Supplier Product Code: M8294 Vendor Notes:			

DG6536-1-21 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$23.95	1 / each	\$23.95		Y
Agency Notes:		Supplier Product Code: MKNB-15 Vendor Notes:			
Martronics, Inc.	First Offer - \$27.00	1 / each	\$27.00		Y
Agency Notes:		Supplier Product Code: MKNB15 Vendor Notes:			
Martronics, Inc.	Alt 2 - \$28.50	1 / each	\$28.50		Y
Agency Notes:		Supplier Product Code: MKNB15H Vendor Notes:			
Nextime Wireless	First Offer - \$36.50	1 / each	\$36.50		Y
Agency Notes:		Supplier Product Code: MKNB-15 Vendor Notes:			

Sable Enterprises	First Offer - \$45.00	1 / each	\$45.00		Y
Agency Notes:		Supplier Product Code: Vendor Notes: NI-MH MKNB15H MAH 1600 \$48.75			
Multiplier Industries Corp.	First Offer - \$50.00	1 / each	\$50.00		Y
Agency Notes:		Supplier Product Code: MKNB-15 Vendor Notes:			

DG6536-1-23 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$31.95	1 / each	\$31.95		Y
Agency Notes:		Supplier Product Code: MKNB-17 Vendor Notes:			
Martronics, Inc.	First Offer - \$33.00	1 / each	\$33.00		Y
Agency Notes:		Supplier Product Code: MKNB17 Vendor Notes: I think you want a MKNB17 not MSNB17(No such Number)			
Martronics, Inc.	Alt 2 - \$35.50	1 / each	\$35.50		Y
Agency Notes:		Supplier Product Code: MKNB17H Vendor Notes:			
Nextime Wireless	First Offer - \$43.80	1 / each	\$43.80		Y
Agency Notes:		Supplier Product Code: MKNB-17 Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$60.00	1 / each	\$60.00		Y
Agency Notes:		Supplier Product Code: MKNB-17 Vendor Notes:			

DG6536-1-25 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$26.95	1 / each	\$26.95		Y
Agency Notes:		Supplier Product Code: MKNB25A Vendor Notes:			
Martronics, Inc.	First Offer - \$29.50	1 / each	\$29.50		Y
Agency Notes:		Supplier Product Code: MKNB25A Vendor Notes:			
Martronics, Inc.	Alt 2 - \$35.75	1 / each	\$35.75		Y
Agency Notes:		Supplier Product Code: MKNB26N Vendor Notes:			
Nextime Wireless	First Offer - \$45.26	1 / each	\$45.26		Y
Agency Notes:		Supplier Product Code: MKNB-25A Vendor Notes:			
Sable Enterprises	First Offer - \$50.65	1 / each	\$50.65		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$62.00	1 / each	\$62.00		Y
Agency Notes:		Supplier Product Code: MKNB-25A Vendor Notes:			

DG6536-1-27 Multiplier Radio Battery						
Vendor		Unit Price	Qty/Unit	Total Price	Attch.	Docs
Nextime Wireless		First Offer - 27.00%	1 / lot	27.00%		Y
Agency Notes:			Supplier Product Code: DMUT001 Vendor Notes: ORDERS OVER 500.00 WILL RECEIVE AN ADDITIONAL 1%. ORDERS OVER 1000.00 WILL RECEIVE AN ADDITIONAL 2%. ORDERS OVER 2000.00 WILL RECEIVE AN ADDITIONAL 3%.			
PFcomac		First Offer - 25.00%	1 / lot	25.00%		Y
Agency Notes:			Supplier Product Code: Vendor Notes:			
Martronics, Inc.		First Offer - 20.00%	1 / lot	20.00%		Y
Agency Notes:			Supplier Product Code: Vendor Notes: Discount off of Multiplier's User Price.			
Sable Enterprises		First Offer - 10.00%	1 / lot	10.00%		Y
Agency Notes:			Supplier Product Code: Vendor Notes:			
Multiplier Industries Corp.		First Offer - 5.00%	1 / lot	5.00%		Y
Agency Notes:			Supplier Product Code: Vendor Notes:			

DG6536-1-02 Multiplier Radio Battery						
Vendor		Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac		First Offer - \$38.95	1 / each	\$38.95		Y
Agency Notes:			Supplier Product Code: M7144HX Vendor Notes:			
Martronics, Inc.		First Offer - \$39.00	1 / each	\$39.00		Y
Agency Notes:			Supplier Product Code: M7144HX Vendor Notes:			
Multiplier Industries Corp.		First Offer - \$73.25	1 / each	\$73.25		Y
Agency Notes:			Supplier Product Code: M7144-HX Vendor Notes:			
Sable Enterprises		First Offer - \$75.00	1 / each	\$75.00		Y
Agency Notes:			Supplier Product Code: Vendor Notes:			
Nextime Wireless		First Offer - \$83.95	1 / each	\$83.95		Y
Agency Notes:			Supplier Product Code: M7144-HX Vendor Notes:			

DG6536-1-04 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sable Enterprises	First Offer - \$0.00	1 / each	\$0.00		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
PFcomac	First Offer - \$34.95	1 / each	\$34.95		Y

Agency Notes:		Supplier Product Code: M5447H Vendor Notes:			
Martronics, Inc.	First Offer - \$35.50	1 / each	\$35.50		Y
Agency Notes:		Supplier Product Code: M5447H Vendor Notes:			
Nextime Wireless	First Offer - \$42.34	1 / each	\$42.34		Y
Agency Notes:		Supplier Product Code: M5447-H Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$58.00	1 / each	\$58.00		Y
Agency Notes:		Supplier Product Code: M5447H Vendor Notes:			

DG6536-1-06 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Martronics, Inc.	First Offer - \$33.00	1 / each	\$33.00		Y
Agency Notes:		Supplier Product Code: H9628HX Vendor Notes:			
PFcomac	First Offer - \$34.75	1 / each	\$34.75		Y
Agency Notes:		Supplier Product Code: M9628HX Vendor Notes:			
Nextime Wireless	First Offer - \$51.10	1 / each	\$51.10		Y
Agency Notes:		Supplier Product Code: M9628HX Vendor Notes:			
Sable Enterprises	First Offer - \$58.15	1 / each	\$58.15		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$70.00	1 / each	\$70.00		Y
Agency Notes:		Supplier Product Code: M9628-HX Vendor Notes:			

DG6536-1-08 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Martronics, Inc.	First Offer - \$34.75	1 / each	\$34.75		Y
Agency Notes:		Supplier Product Code: M7394 Vendor Notes:			
PFcomac	First Offer - \$38.75	1 / each	\$38.75		Y
Agency Notes:		Supplier Product Code: M7394 Vendor Notes:			
Nextime Wireless	First Offer - \$62.05	1 / each	\$62.05		Y
Agency Notes:		Supplier Product Code: M7394 Vendor Notes:			
Sable Enterprises	First Offer - \$63.75	1 / each	\$63.75		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$85.00	1 / each	\$85.00		Y
Agency Notes:		Supplier Product Code: M7394 Vendor Notes:			

DG6536-1-10 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFCOMAC	First Offer - \$38.70	1 / each	\$38.70		Y
Agency Notes:		Supplier Product Code: M4595H Vendor Notes:			
Martronics, Inc.	First Offer - \$40.90	1 / each	\$40.90		Y
Agency Notes:		Supplier Product Code: M4595H Vendor Notes:			
Nextime Wireless	First Offer - \$51.10	1 / each	\$51.10		Y
Agency Notes:		Supplier Product Code: M4595H Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$75.00	1 / each	\$75.00		Y
Agency Notes:		Supplier Product Code: M4595H Vendor Notes:			
Sable Enterprises	First Offer - \$84.40	1 / each	\$84.40		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			

DG6536-1-12 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFCOMAC	First Offer - \$29.50	1 / each	\$29.50		Y
Agency Notes:		Supplier Product Code: M8148H Vendor Notes:			
Martronics, Inc.	First Offer - \$31.00	1 / each	\$31.00		Y
Agency Notes:		Supplier Product Code: M8148H Vendor Notes:			
Nextime Wireless	First Offer - \$42.71	1 / each	\$42.71		Y
Agency Notes:		Supplier Product Code: M8148H Vendor Notes:			
Sable Enterprises	First Offer - \$55.35	1 / each	\$55.35		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$58.50	1 / each	\$58.50		Y
Agency Notes:		Supplier Product Code: M8148H Vendor Notes:			

DG6536-1-14 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFCOMAC	First Offer - \$25.95	1 / each	\$25.95		Y
Agency Notes:		Supplier Product Code: M9018H Vendor Notes:			
Martronics, Inc.	First Offer - \$27.75	1 / each	\$27.75		Y
Agency Notes:		Supplier Product Code: M9018H Vendor Notes:			
Nextime Wireless	First Offer - \$32.12	1 / each	\$32.12		Y

Agency Notes:		Supplier Product Code: M9018H Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$44.00	1 / each	\$44.00		Y
Agency Notes:		Supplier Product Code: M9018H Vendor Notes:			

DG6536-1-16 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$41.95	1 / each	\$41.95		Y
Agency Notes:		Supplier Product Code: M9009HX Vendor Notes:			
Martronics, Inc.	First Offer - \$43.00	1 / each	\$43.00		Y
Agency Notes:		Supplier Product Code: H9009HX Vendor Notes:			
Nextime Wireless	First Offer - \$59.86	1 / each	\$59.86		Y
Agency Notes:		Supplier Product Code: M9009-HX Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$82.00	1 / each	\$82.00		Y
Agency Notes:		Supplier Product Code: M9009-HX Vendor Notes:			

DG6536-1-18 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$34.75	1 / each	\$34.75		Y
Agency Notes:		Supplier Product Code: M9049HX Vendor Notes:			
Martronics, Inc.	First Offer - \$37.50	1 / each	\$37.50		Y
Agency Notes:		Supplier Product Code: M9049HX Vendor Notes:			
Nextime Wireless	First Offer - \$43.80	1 / each	\$43.80		Y
Agency Notes:		Supplier Product Code: M9049-HX Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$60.00	1 / each	\$60.00		Y
Agency Notes:		Supplier Product Code: M9049-HX Vendor Notes:			
Sable Enterprises	First Offer - \$73.15	1 / each	\$73.15		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			

DG6536-1-20 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Martronics, Inc.	First Offer - \$39.00	1 / each	\$39.00		Y
Agency Notes:		Supplier Product Code: M8923H Vendor Notes: You list a M9823h, but to the best of my knowledge ther isn't a 9823, I think you may have transposed a M8923H to a M9823H?			
PFcomac	First Offer - \$39.95	1 / each	\$39.95		Y

Agency Notes:		Supplier Product Code: M8923H Vendor Notes:			
Nextime Wireless	First Offer - \$98.55	1 / each	\$98.55		Y
Agency Notes:		Supplier Product Code: M8923-H Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$135.00	1 / each	\$135.00		Y
Agency Notes:		Supplier Product Code: M8923-H Vendor Notes:			

DG6536-1-22 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$25.95	1 / each	\$25.95		Y
Agency Notes:		Supplier Product Code: MKNB-15H Vendor Notes:			
Martronics, Inc.	First Offer - \$28.50	1 / each	\$28.50		Y
Agency Notes:		Supplier Product Code: MKNB15H Vendor Notes:			
Nextime Wireless	First Offer - \$43.80	1 / each	\$43.80		Y
Agency Notes:		Supplier Product Code: MKNB-15H Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$60.00	1 / each	\$60.00		Y
Agency Notes:		Supplier Product Code: MKNB-15H Vendor Notes:			

DG6536-1-24 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$34.75	1 / each	\$34.75		Y
Agency Notes:		Supplier Product Code: MKNB-17H Vendor Notes:			
Martronics, Inc.	First Offer - \$35.50	1 / each	\$35.50		Y
Agency Notes:		Supplier Product Code: MKNB17H Vendor Notes:			
Nextime Wireless	First Offer - \$51.10	1 / each	\$51.10		Y
Agency Notes:		Supplier Product Code: MKNB-17H Vendor Notes:			
Sable Enterprises	First Offer - \$65.20	1 / each	\$65.20		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$70.00	1 / each	\$70.00		Y
Agency Notes:		Supplier Product Code: MKNB-17H Vendor Notes:			

DG6536-1-26 Multiplier Radio Battery					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PFcomac	First Offer - \$34.95	1 / each	\$34.95		Y
Agency Notes:		Supplier Product Code: MKNB26N Vendor Notes:			

Martronics, Inc.	First Offer - \$35.75	1 / each	\$35.75		Y
Agency Notes:		Supplier Product Code: MKNB26N Vendor Notes:			
Nextime Wireless	First Offer - \$56.21	1 / each	\$56.21		Y
Agency Notes:		Supplier Product Code: MKNB-26N Vendor Notes:			
Sable Enterprises	First Offer - \$65.65	1 / each	\$65.65		Y
Agency Notes:		Supplier Product Code: Vendor Notes:			
Multiplier Industries Corp.	First Offer - \$77.00	1 / each	\$77.00		Y
Agency Notes:		Supplier Product Code: MKNB-26N Vendor Notes:			

Vendor Totals

PFcomac		\$829.30
Bid Contact	Donald L Grooms groomsdl@comcast.net Ph 303-948-9475 Fax 303-948-2253	Address 4401 South estes Street Littleton, CO 80123
Bid Notes	Bid 25% off manufacturer's list price on any items not listed on bid	
Agency Notes:	Vendor Notes:	
Martronics, Inc.		\$849.35
Bid Contact	charlie stinson martronics@mindspring.com Ph 800-334-0342 Fax 954-972-2088	Address p.o. box 870607 morrow, GA 30287-0607
Agency Notes:	Vendor Notes:	
Nextime Wireless		\$1,322.77
Bid Contact	Carrie King nextime@email.com Ph 435-613-6398	Address 94 n 200 e Price, UT 84501
Vendor Code	107020	
Bid Notes	ALL PRICES LISTED REPRESENT A 27% MARKDOWN FROM MSRP. SEE BID NUMBER DG6536-1-27 FOR MORE DETAILS CONCERNING DISCOUNTS AS THEY APPLY TO THAT BID AND ALL OTHER BIDS IN THIS LISTING.	
Agency Notes:	Vendor Notes:	
Multiplier Industries Corp.		\$1,743.75
Bid Contact	Stacy Cambareri stacy@multiplier.com Ph 914-241-9510 x309	Address 135 Radio Circle Mt. Kisco, NY 10549
Agency Notes:	Vendor Notes:	
Sable Enterprises		\$1,143.15
Bid Contact	Jerry McElroy sableenterprises@comcast.net Ph 972-739-5259 Fax 972-874-5456	Address 2201 Long Prairie ste 107-192 Flower Mound, TX 75022
Agency Notes:	Vendor Notes:	

* * All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the

responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

STATE OF UTAH



SOLICITATION NO. DG6536

Multiplier Radio Batteries - State Cooperative Contract

RESPONSES ARE DUE PRIOR TO:

May 10, 2006 2:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid DG6536

Multiplier Radio Batteries - State Cooperative Contract

Bid Number DG6536
 Bid Title Multiplier Radio Batteries - State Cooperative Contract

Bid Start Date Apr 19, 2006 2:28:15 PM MDT
 Bid End Date May 10, 2006 2:00:00 PM MDT
 Question & Answer Apr 28, 2006 12:00:00 PM MDT
 End Date

Bid Contact Debbie Gundersen
 801-538-3150
 dgundersen@utah.gov

Contract Duration 2 years
 Contract Renewal 3 annual renewals
 Prices Good for Not Applicable

Bid Comments Award will result in a State Cooperative Contract to provide these products to any designated ordering point in the State of Utah.

 Bidders must bid products as specified in each line item.

 All shipping costs to be included in pricing.
 Added on May 2, 2006:
 Bid has been extended one additional week.

 If your price is different for each item per line, enter the price of the first item electronically then submit a sheet with each item you could not enter. Include the description and the price per each item. Upload this as a document or attachment to your bid and submit. All items must be priced either in the column designated or in the attachment you submit with your bid.
 Added on May 3, 2006:
 A line has been created for each battery. Please fill in individual pricing for each line item instead of uploading a document with pricing.
 Added on May 4, 2006:
 Battery Number M9823H was wrong it should be M8923H.

Changes made on May 2, 2006 3:29:18 PM MDT

Previous End Date May 3, 2006 2:00:00 PM MDT	New End Date May 10, 2006 2:00:00 PM MDT
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Changes made on May 3, 2006 5:54:49 PM MDT

Changes were made to the following items:

[Multiplier Radio Battery](#)
[Multiplier Radio Battery](#)
[Multiplier Radio Battery](#)
[Multiplier Radio Battery](#)
[Multiplier Radio Battery](#)
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[Multiplier Radio Battery](#)
[Multiplier Radio Battery](#)
[Multiplier Radio Battery](#)

Changes made on May 4, 2006 5:01:43 PM MDT

Changes were made to the following items:

[Multiplier Radio Battery](#)

Item Response Form

Item DG6536-1-01 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah
[No Location Specified](#)

Qty 1

Description

Multiplier Battery for Motorola MTS2000/HT1000 Radio - Battert M7144 - 1500 MAH - Ni-MH M7144HX - MAH 2700

Added on May 3, 2006:

Multiplier Battery for Motorola MTS2000/HT1000 Radio - Battery M7144

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-03 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah
[No Location Specified](#)

Qty 1

Description

Multiplier Radio Battery for Motorola MT1000 Radio - M5447 Battery - MAH 1300 - Ni-MH M5447H - MAH 1600

Added on May 3, 2006:

Multiplier Radio Battery for Motorola MT1000 Radio - M5447 Battery - MAH 1300

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-05 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola LTS2000/GP300 radio - M9628 Battery - MAH 1200 - Ni-MH M9628HX - MAH 1800

Added on May 3, 2006:

Multiplier Radio Battery for Motorola LTS2000/GP300 radio - M9628 Battery

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-07 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola Visar Radio - M7395 Battery - MAH 1200 - Ni-MH M7394 - MAH 1500

Added on May 3, 2006:

Multiplier Radio Battery for Motorola Visar Radio - M7395 Battery

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-09 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola Saber Radio - M4595 Battery - MAH 1800 - Ni-MH M4595H - MAH 2700

Added on May 3, 2006:

Multiplier Radio Battery for Motorola Saber Radio - M4595 Battery

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-11 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola P110 Radio - M8148 Battery - MAH 1200 - Ni-MH M8148H - MAH 1800

Added on May 3, 2006:

Multiplier Radio Battery for Motorola P110 Radio - M8148 Battery

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-13 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola SP50 Radio - M9018 Battery - MAH 1200 - Ni-MH M9018H - MAH 2000

Added on May 3, 2006:

Multiplier Radio Battery for Motorola SP50 Radio - M9018 Battery

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-15 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola HT750/HT1250 Radio - M9012 Battery - MAH 1700 - Ni-MH M9009HX - MAH 2700

Added on May 3, 2006:

Multiplier Radio Battery for Motorola HT750/HT1250 Radio - M9012 Battery

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-17 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola P1225 Radio - M9049 Battery - MAH 1200 - Ni-MH M9049HX 0 MAH 2000

Added on May 3, 2006:

Multiplier Radio Battery for Motorola P1225 Radio - M9049 Battery

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-19 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola XTS3000 Radio - M8294 Battery - MAH 1700 - Ni-Mh M9823H - MAH 2700
Added on May 3, 2006:

Multiplier Radio Battery for Motorola XTS3000 Radio - M8294 Battery

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-21 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Kenwood TK260 Radio - MKNB15 Battery - MAH 1100 - Ni-MH MKNB15H - MAH 1600
Added on May 3, 2006:

Multiplier Radio Battery for Kenwood TK260 Radio - MKNB15 Battery

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-23 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Kenwood TK280 Radio- MSNB17 Battery - MAH 1500 - Ni-MH MKNB17H - MAH 2000
Added on May 3, 2006:

Multiplier Radio Battery for Kenwood TK280 Radio- MKNB17 Battery

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-25 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Kenwood TK2140 Radio - MKNB25A Battery - MAH 1200 - Ni-MH MKNB26N - MAH 2000
Added on May 3, 2006:

Multiplier Radio Battery for Kenwood TK2140 Radio - MKNB25A Battery

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-27 - Multiplier Radio Battery

Quantity 1 lot

Percentage

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Muliplier Radio Battery - Flat percent discount from MSRP for any battery types not listed above.
Added on May 3, 2006:

Muliplier Radio Battery - Flat percent discount from MSRP for any battery types not listed above.

Changes made on May 3, 2006 5:54:49 PM MDT

Item DG6536-1-02 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Muliplier Radio Battery for Motorola MTS2000/HT1000 Radio- M7144HX Battery 2700 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title

New Title Multiplier Radio Battery

Added Item

Item DG6536-1-04 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Muliplier Radio Battery for Motorola MT1000 Radio - Battery M5447H 1600 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title

New Title Multiplier Radio Battery

Added Item

Item DG6536-1-06 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah
No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola LTS2000/GP300 Radio - M9628HX Battery - 1800 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title

New Title Multiplier Radio Battery

Added Item

Item DG6536-1-08 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah
No Location Specified

Qty 1

Description

Multiplier Radio Battery - for Motorola Visar Radio - M7394 Battery - 1500 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title

New Title Multiplier Radio Battery

Added Item

Item DG6536-1-10 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah
No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola Saber Radio - M4595H Battery - 2700 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title

New Title Multiplier Radio Battery

Added Item

Item DG6536-1-12 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah
No Location Specified

Qty 1

Description
Multiplier Radio Battery for Motorola P110 Radio - M8148H Battery - 1800 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title New Title Multiplier Radio Battery

Added Item

Item DG6536-1-14 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah
No Location Specified

Qty 1

Description
Multiplier Radio Battery for Motorola SP50 Radio - M9018H Battery - 2000 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title New Title Multiplier Radio Battery

Added Item

Item DG6536-1-16 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah
No Location Specified

Qty 1

Description
Multiplier Radio Battery for Motorola HT750/HT1250 Radio - M9009HX Battery - 2700 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title New Title Multiplier Radio Battery

Added Item

Item DG6536-1-18 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah
No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola Radio P1225 - M9049HX Battery - 2000 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title

New Title

Multiplier Radio Battery

Added Item

Item DG6536-1-20 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location

State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Motorola XTS3000 Radio - M9823H Battery - 2700 MAH

Added on May 4, 2006:

Multiplier Radio Battery for Motorola XTS3000 Radio - M8923H - 2700 MAH

Note - Battery Number was revised.

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title

New Title

Multiplier Radio Battery

Added Item

Changes made on May 4, 2006 5:01:43 PM MDT

Item DG6536-1-22 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location

State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for TK260 Kenwood Radio - MKNB15H Battery - 1600 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title

New Title

Multiplier Radio Battery

Added Item

Item DG6536-1-24 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location

State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Kenwood TK@80 Radio - MKNB17H Battery - 2000 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title

New Title Multiplier Radio Battery

Added Item

Item DG6536-1-26 - Multiplier Radio Battery

Quantity 1 each

Unit Price

Delivery Location State of Utah

No Location Specified

Qty 1

Description

Multiplier Radio Battery for Kenwood TK2140 Radio - MKNB26N Radio - 2000 MAH

Changes made on May 3, 2006 5:54:49 PM MDT

Previous Title

New Title Multiplier Radio Battery

Added Item



State of Utah

Invitation to Bid

State Cooperative Contract

Company Name _____		Federal Tax Identification Number _____	
Ordering Address _____	City _____	State _____	Zip Code _____
Remittance Address (if different from ordering address) _____	City _____	State _____	Zip Code _____
Type <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Government		Company Contact Person _____	
Telephone Number (include area code) _____	Fax Number (include area code) _____	Email Address _____	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) _____		Days Required for Delivery After Receipt of Order (see attached for any required minimums) _____	
Brand/Trade Name _____		Price Guarantee Period (see attached specifications for any required minimums) _____	
Minimum Order _____		Company's Internet Web Address _____	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="radio"/> No <input type="radio"/> . If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature _____		Print or type name and title _____	Date _____
State of Utah Division of Purchasing Approval Douglas G. Richins, Director		Date _____	Contract Number _____

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if

the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision: 2 February 2006 - ITB Instructions)

State of Utah

Department of Technology Services
Division of Enterprise Services

State Cooperative Contract for
Multiplier Brand
Portable Two-Way Radio Batteries



Invitation to Bid #DG6536

State of Utah
Jon Huntsman Jr.
Governor

Department of Technology Services
Stephen Fletcher
Chief Information Officer

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Specifications for Bid DG6536

Summary Statement

The Utah Division of Purchasing with assistance of The Department of Technology Services, Division of Enterprise Services, (DES), is soliciting bids for Multiplier brand two-way portable

radio batteries for the various models of radios used by state and local government agencies, school districts and political subdivisions. Orders will be placed on an as needed basis to the contract award vendor. This is a new contract for this brand of battery therefore we have no previous usage figures.

Issuing Office and Project Manager

This Invitation to Bid (ITB) is issued by the State of Utah, Division of Purchasing for the Department of Technology Services, Division of Enterprise Services.

Division of Purchasing

Address: State Office Building, Room 3150
Salt Lake City, Utah 84114

Purchasing Agent: Debbie Gundersen
Telephone: (801) 538-3150
Fax: (801) 538-3882
Email: dgundersen@utah.gov

Division of Enterprise Services

Address: State Office Building, Room 6000
Salt Lake City, Utah 84114

Project Manager: Gordon Coles
Telephone: (801) 965-4542
Fax: (801) 965-4519
Email: gcoles@utah.gov

The Project Manager and Purchasing Agent are the sole points of contact for this ITB.

Schedule of Events

Deadline for receipt of questions: 03/30/06 2:00 p.m.
Bid due: 04/03/06 2:00 p.m.

Submission of Bids

Bids must be received by the Division of Purchasing through RFP Depot no later than 2:00 PM on Wednesday May 3, 2006.

GOVERNING LAWS AND REGULATIONS:

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available at the Internet website for the State of Utah's Division of Purchasing & General Services (see item 4 for address).

Contract Period

The contract will begin upon the approval of the appropriate State authority with a two-year term, renewable on a year-by-year basis for up to three annual renewals, unless terminated by either party with thirty (30) days written notice. Annual renewal will be subject to an annual performance review by DES to verify that the contractor has fulfilled the contract terms, and the contracted equipment still meets the needs of the state.

Price Guarantee

All pricing must be guaranteed for the initial term of the contract. Following the guarantee period, any request for price adjustment must be for at least one (1) year and must be made at least 30 days prior to the effective date. Request for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing.

Price Reductions

It is understood and agreed that in the event of a reduction in price, the State of Utah will be given the full benefit of such decrease.

Right to Cancel

This bid may be canceled at any time when the State of Utah, Division of Purchasing & General Services determines such action to be in the best interest of the State.

Mandatory Usage Reports

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, the contractor will be required to provide quarterly usage reports to the Division of Purchasing. All reports must be submitted, using our template, in electronic format via e-mail to both the contract manager and to salesreports@utah.gov.

After contract award, you will be provided by e-mail an **Excel** spreadsheet template that includes instructions, sample data and all information that must be provided.

Quarterly Report Submission

Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30.

Quarter #2: October 1 through December 31, due annually by January 30.

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Bidders shall identify below the name of the individual responsible for preparation of the mandatory usage reports:

--	--

identify below the name of the individual responsible for preparation of the mandatory usage reports:

identify below the name of the individual responsible for preparation of the mandatory usage reports:	
NAME:	
MAILING ADDRESS:	
TELEPHONE #:	
FAX NUMBER:	
EMAIL ADDRESS:	

Scope of Contract

This is a statewide contract. In addition to contract purchases by State of Utah government agencies, statewide contracts may also be used by the political subdivisions of the State of Utah, such as city government, county government, higher education and public education.

The State reserves the right to partition the award to multiple vendors (geographically or for diversity in suppliers), to selectively purchase items offered in response to this bid, or to seek a separate competitive bid or proposal, if it is in the best interest of the State to do so. All political subdivisions within the State of Utah including but not limited to, cities, counties, universities, educational districts, etc. will be notified of the contract results in writing and advised of their option to make purchases under the contracts awarded.

Questions

All questions in regard to this should be submitted through the RFP Depot System under bid number DG6536 and answers will be posted on the RFP Depot System in the same manner to questions received. Questions must be entered no later than 2:00 p.m. on the date specified in "Schedule of Events".

General Requirements

Organization of Bids

Bids should be concise and straightforward. Unless Offerors expressly state otherwise, Offerors agree to comply with every section, subsection, attachment, and addendum of this Invitation to Bid. Each bid must consist of:

● Bid Cover Sheet

This shall include the names, titles, office addresses, and telephone numbers of persons authorized to conduct negotiations regarding this ITB, and must be signed by an authorized representative of the Offeror.

● Executive Summary

This section shall include a concise overview of the document. Offerors should include a brief narrative describing the benefits to the State of Utah if they are awarded the contract.

● Responses to Specifications and Requirements

A point-by-point response shall be made to the requirements of each paragraph of the specifications, indicating either compliance or exception on Offerors part. Sufficient supporting detail shall be supplied with each statement to confirm the degree of compliance. If a paragraph states only information to Offeror, the response shall indicate "Understood." All documentation required in each paragraph shall be supplied as part of the point-by-point response. Vendors must comply with contract terms and requirements as listed in these specifications, as well as technical parameters of each of the items offered to be eligible to receive the contract award.

Additional Information and Attachments (if any)

Vendors are encouraged to submit pertinent and useful product offerings that are supplemental to, or enhance the performance of, the items specifically requested in this ITB. Such offerings are subject to all terms of this ITB and pricing must accompany the items.

Revisions to ITB

The State reserves the right to amend this ITB at any time prior to the due date. An addendum containing the revisions will be furnished to all prospective Offerors listed by the Division of Purchasing.

Rejection of Bids

The State reserves the right to reject any or all bids that do not comply with these specifications.

Acceptance of Bids

The State reserves the right to waive any informality or technicality in any bid received.

News Releases

News releases pertaining to this bid or the contract must have the written permission of the State.

Subcontractors

The Offeror must qualify the subcontractor by providing information on past experiences to include a list of references for work performed. The Offeror will be responsible for the subcontractor's work.

Restrictions

All offers must clearly set forth any restrictions or provisions the Offeror deems necessary to effectively service the proposed contract.

Disclosure

Upon request, the successful vendor or vendors will provide Information Technology Services (ITS) copies of all orders for batteries sold to State or any Local Government entities that can purchase from this contract. Failure to meet this requirement could mean cancellation of this or any other contract with the State of Utah.

References

Offerors must provide three (3) separate customer references, including company name and address, and the name and telephone number of the contact person. Each reference must presently use the product or service being proposed. The State shall have the right to contact any reference as part of the evaluation and selection process.

Delivery

Shipping cost will be included in pricing. Offeror understands that shipping costs will not be added to any order. Shipments will be pre-paid to any deliverable address within the state of Utah, given at time of order by the purchasing agency.

Guarantees

Condition

1. Vendor guarantees that the batty cells are new not refurbished.
2. Vendor guarantees that battery cases will be new and not refurbished.

Warranty

1. For Ni-Cad batteries, the vendor shall guarantee that all batteries will be new, unused, and free from mechanical, electrical or other defects for a minimum of eighteen (18) months from date of shipment.
2. For nickle-metal-hydrate batteries, the vendor shall guarantee that all batteries will be new, unused, and free from mechanical, electrical or other defects for a minimum of twelve (12) months from date of shipment.
3. If it appears that because of workmanship or design defects, the battery supplied requires replacement, or if at anytime battery does not meet at least 80% of rated capacity vendor will promptly replace faulty battery upon notification of defective battery.
4. Both the vendor and buyer agree that the buyer has the right to perform routine maintenance on batteries (re-conditioning) required within the warranty period without jeopardizing the vendor's warranty or guarantee. In all cases, the vendor agrees to replace any defective batteries during the warranty period.

Vendor Response

This certifies that the vendor has read and complies with the General ITB Terms, and Guarantees as listed.

The ITB specifications terms and conditions and any written specifications, along with State purchase orders, shall constitute the entire contract.

This document shall preclude any published terms by the manufacturer, and where they are in conflict, the State's ITB shall take precedence.

The laws of the State of Utah shall prevail and any litigation shall be conducted in the courts of the State of Utah notwithstanding any terms or conditions to the contrary.

Company _____

Signature _____

Typed or printed Name of Signatory _____

Title _____

Date _____

ATTACHMENT I References**#1**

Company _____
Address _____
Contact _____
Phone _____

#2

Company _____
Address _____
Contact _____
Phone _____

#3

Company _____
Address _____
Contact _____
Phone _____

Standard Contract Terms and Conditions State of Utah, State Cooperative Contract

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 6. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 7. INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 8. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 10. RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.
- 11. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 12. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all

accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the

period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary

information, or copyright information.

36. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

37. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

38. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

39. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Feb 2006

Questions and Answers

Question

Are you accept any other battery brands than Multiplier? (Submitted: Apr 19, 2006 3:44:56 PM MDT)

Answer

I No not at this time. We have other contracts for other brands of batteries but on this bid we are only looking for Multiplier. (Answered: Apr 19, 2006 3:50:15 PM MDT)

Questions and Answers

Question

We are a manufacturer of these two-way radio batteries. Can I bid my product instead of "Multiplier's" batteries?
(Submitted: Apr 20, 2006 8:10:19 AM MDT)

Answer

I No. The State has other contracts for other brands of batteries. This bid is only for the Multiplier Brand.
(Answered: Apr 20, 2006 8:16:47 AM MDT)

Questions and Answers

Question

Do the batteries have to be Multiplier brand, or can we substitute with an equal equivalent (Submitted: Apr 19, 2006 3:12:32 PM MDT)

Answer

- I Yes they need to be the Multiplier brand. We already have other contracts for other brands of batteries.
(Answered: Apr 19, 2006 3:51:44 PM MDT)

Questions and Answers

Question

Do all line items need to be Multiplier brand batteries (Submitted: Apr 19, 2006 3:17:13 PM MDT)

Answer

I Yes all the line items need to be Multiplier batteries. (Answered: Apr 19, 2006 3:52:42 PM MDT)

Questions and Answers

Question

Will you accept a bid on any other brand of Battery other than Multiplier? (Submitted: Apr 19, 2006 3:06:15 PM MDT)

Answer

- I No. We are only looking for bids on the Multiplier brand. We currently have existing contracts that cover other brands. (Answered: Apr 19, 2006 3:13:07 PM MDT)